

Agreement #
Agreement Administrator:

Advantage CT#
DHHS Office Contact:

STATE OF MAINE - AGREEMENT FOR SPECIAL SERVICES

INSTRUCTIONS: This form is used to contract casual, intermittent, or other special services for which the Department may pay the Contractor a maximum of \$5,000 over a contract period not to exceed twelve months.

THIS AGREEMENT, made this _____ day of _____, 20____, is by and between the State of Maine, Department of _____, hereinafter called "Department," and _____ hereinafter called "Contractor," located at: _____.

THE PARTIES AGREE TO THE FOLLOWING TERMS:

- Scope of Services:** The Contractor will perform the following services for the Department: _____
at the location of _____; Commencement Date _____; Termination Date _____.
- Invoices and Payment:** The Department shall pay the Contractor for services rendered a fixed price of \$_____ (maximum of \$5,000). Payment to be made by the Department after receipt and certification of itemized invoice(s) submitted upon the Contractor's usual billing form or letterhead.
- Independent Capacity:** The Contractor is an independent contractor for whom no Federal or State Income Tax will be withheld by the Department, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, or similar benefits available to State employees will accrue.
- State Held Harmless:** The Contractor will indemnify, defend, and save harmless the Department, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of the privileges or immunities of the State, its governmental entities, or its employees.
- Liability Insurance:** For the duration of this Agreement, the Provider shall procure and maintain a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect the Contractor and the Department from suits. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written proof of an acceptable liability insurance policy.
- Termination:** This Agreement may be terminated by the Department in whole, or in part, if the Department determines that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under this Agreement is terminated and the date on which such termination becomes effective. The Agreement may be equitably adjusted to compensate for such termination, and modified accordingly.
- Employment and Public Access:** State of Maine contracts for services are subject to statutory conditions related to nondiscrimination in employment, 5 M.R.S. § 784, and access to public records, 5 M.R.S. § 1816-A(4). The Contractor has read and does agree to the terms of these conditions.
- Entire Agreement:** This Agreement constitutes the entire agreement of the parties, and neither party shall be bound by any statement or representation, oral or written, not contained herein. This Agreement may only be modified by a written instrument signed by both parties.

IN WITNESS WHEREOF, the Department and the Contractor, by their representatives duly authorized, have executed this agreement in the following number of original copies: _____.

Contractor Organization Name: _____

Department Name: _____

Authorized Signature: _____

Authorized Signature: _____

Printed Name and Title: _____

Printed Name and Title: William W Boeschstein Jr.
Chief Operating Officer

Address: _____

Address: 221 State St. 11 SHS Augusta ME 04333

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM